

F. No. 2-1/2017/FIU-IND (Admn)
Government of India
Ministry of Finance
Department of Revenue
Financial Intelligence Unit-India
6th Floor, Hotel Samrat, Kautilya Marg
Chankyapuri, New Delhi-110 021

**Terms of Reference for Application from Individuals for Appointment as Consultant
in Financial Intelligence Unit-India**

FIU-IND was established by the Government of India vide Office Memorandum dated 18th November, 2004 for coordinating and strengthening efforts of National and International Intelligence, Investigation and Enforcement Agencies in combating money laundering and terrorist financing. It started its operation in 2006 and within the short period of its existence, it has demonstrated its utility and relevance not only in the fight against money laundering and terrorist financing but also in assisting various law enforcement agencies particularly tax department of CBDT and CBEC in enhancing their effectiveness of tax administration.

2. The core function of FIU is to perform analysis (both tactical and strategic) of information received from the reporting entities of the financial sector and provide actionable intelligence to the relevant agencies for investigation. The financial sector in the country includes more than hundred thousand entities offering diverse products and services by banking, non-banking, insurance, mutual funds, stock market intermediaries and financial institutions. The officer in FIU needs to understand the financial sector well as he is required to perform following specialized tasks;

3. **Scope of Work / Job Responsibilities**

- (a) Interaction with the Principal Officers of Reporting Agencies for submission of reports under PMLA.
- (b) Processing and analysis of reports for dissemination to law enforcement and intelligence agencies.
- (c) Maintaining relationship with and processing of references received from Law enforcement/ intelligence agencies/foreign FIUs.
- (d) Representing FIU-IND in various inter-ministerial meetings.
- (e) Addressing the training needs of reporting entities and government agencies assigned to them.
- (f) Preparation of reports and maintaining statistics/database.
- (g) Understand ML/TF vulnerabilities of the product, service and delivery mechanism of different entities in the financial sector.
- (h) Liaison with LEAs/IAs to understand their expectations and provide LEAs most relevant information.
- (j) Study emerging, continuing and declining trends and typologies of predicate crimes and tax evasion methods and techniques and pass on the relevant red flag indicators to the Res to spot suspicious transactions.

(k) Coordinate with foreign counterpart FIUs to exchange information required by the LEAs.

(l) Perform quasi-judicial function in compliance action against REs.

(m) Use cutting edge technology to perform identity and relationship resolution within the data collected from REs and provide request based information to the LEAs.

(n) Any other duties assigned by Director/Addl Director.

4. **Eligibility Criteria**

(a) **For the post of Deputy Director level.** Officer(s) retired from Central Government from the posts in the pay scale of PB-3 with GP Rs.6600/- or with five year's service in PB-3 with GP 5400/- or equivalent.

(b) **For the post of Assistant Director level.** Officer(s) retired from Central Government from the posts in the pay scale of PB-3 with GP Rs.5400/- or with two year's service in the pay scale of PB-2 with GP 4800/- or equivalent.

(c) **Age Limit.** Retired Government officials who have not attained the age of 62 years on last date of receipt of the application can apply.

(d) **Computer Literacy.** Computer literacy / proficiency in computer operation is must.

(e) **Communication and Drafting skill.** Should have good communication and interpersonal skill with a strong flair for depth handling of work relating to job description, as mentioned above.

5. **Desirable**

(a) Good Academic Record.

(b) Strong Communication skills, both oral and written.

(c) Analytical and presentation skills with ability to generate a well written report.

(d) Experience in collection, compilation and analysis of statistical data, etc.

6. **Educational Qualifications and Other Qualifying Conditions.**

(a) A Bachelor's degree from a recognized university, and

(b) At least 5 years experience for the posts of Consultant at Deputy Director level and three years experience for the posts of Consultant at Assistant Director level in the field of Administration or Financial and Economic Administration or Law or Company Law or Economic Laws such as Money Laundering or Capital market or Auditing or Enforcement of Laws or Investigation & Prosecution or Tax Administration or Regulatory Mechanism or Information Technology.

7. **Duration.** Candidates selected will be appointed on contract basis for an initial period of one year or till these posts are filled up on regular basis, whichever is earlier. The contract could be terminated at any time during the period with an advance notice / payment of one month's salary.

8. **Method of Selection.** The shortlisted candidates will be interviewed by a Selection Committee constituted for this purpose, whose decision will be final and no correspondence in this regard will be entertained. Intimation shall be sent only to the selected candidate. FIU-IND would undertake police verification of the selected candidates.

9. **Type of appointment.** The appointment will be purely on contract basis. The terms and conditions of engagement in details are as per **Annexure-I**. The applications may be called in the format as per **Annexure-III**.

10. **Accommodation.** The Consultant needs to have own accommodation facility in Delhi / New Delhi or nearby places. No accommodation or House Rent will be provided by the FIU-IND.

11. **Terms of Payment.** The monthly consolidated remuneration of Rs 32,000/- will be paid to the Consultants.

12. **FIU-IND reserves the rights, as follows**

(a) To decide to cancel this advertisement, and not to proceed in the matter, at any stage and accept or reject any or all applications, without giving any explanation, whatsoever.

(b) Termination of Agreement: FIU-IND may terminate a contract to which these Terms apply if:

(c) The Consultant is unable to address the assigned works.

(d) Quality of the assigned works is not to the satisfaction of the FIU-IND.

(e) The Consultant fails in timely achievement of the milestones as finally decided by the FIU-IND.

(f) The consultant is found lacking in honesty and integrity.

(g) The FIU-IND reserves the right to terminate the contract, by giving 15 days' notice to the Consultant.

TERMS AND CONDITIONS

1. Retired Government Servants with requisite qualifications and experience as prescribed would be hired as Consultant.
2. The appointment of Consultants would be on full time basis and they would not be permitted to take up any other assignment during the period of Consultancy with FIU-IND. They will adhere to office timings i.e. 09.30 am to 06.00 pm. They will mark their attendance.
3. Consultants would be required to sign a Non-Disclosure Undertaking as per **Annexure-II**.
4. The Consultant shall not indulge in or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters which is of confidential / secret nature.
5. The Consultants shall be required to maintain discipline and absolute integrity in accordance with the rules as contained under the CCS(Conduct) Rules, 1964.
6. The appointment of Consultants is of a temporary (non official) nature and the appointment can be cancelled at any time without assigning any reason.
7. A retired Government official appointed as Consultant shall continue to draw pension and the dearness relief on pension during period of his engagement as Consultant. His / her engagement as Consultant shall not be considered as a case of re-employment.
8. The post is based in New Delhi. The Consultant shall not be entitled to any allowance such as Dearness allowance, Residential Telephone, Transport Facility, Residential Accommodation, Personal Staff, CGHS, Medical Reimbursement, etc.
9. Consultant shall be eligible for 12 days leave in a calendar year on pro-rata basis. Therefore, a Consultant shall not draw any remuneration in case of his / her absence beyond 12 days in a year (calculated on a pro-rata basis). Also un-availed leave in a calendar year cannot be carried forward to next calendar year.
10. FIU-IND would be free to terminate the services in case of absence of a Consultant by more than 15 days beyond the entitled leave in a calendar year without compelling reasons.
11. No TA /DA shall be admissible for joining the assignment or on its completion.
12. Consultant will not be allowed foreign travel at Government expenses. However, Consultant shall be allowed TA/DA for their travel inside the country in connection with the official work as follows :-
 - (a) TA - Second AC by rail or Economy class by Air.
 - (b) DA - Admissible as per rule.
13. FIU-IND shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging / equipment or vehicles of the personnel.
14. The consultant shall not claim any benefit / compensation / absorption / regularization of service with this office under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
15. The personnel may be called on Saturday, Sunday and other gazetted holidays, if required.
16. If any declaration given or information furnished by the candidate proves to be false or if the candidate is found to have willfully suppressed any material information, he/she will be liable for termination in addition to any administrative and/or legal action as Government may deem fit.

(Instructions: This Non-Disclosure Undertaking should be signed by persons who are engaged on contract basis with or by FIU-IND).

Non-Disclosure Undertaking

To
The Director,
Financial Intelligence Unit-India (FIU-IND).
Ministry of Finance, (Department of Revenue),
6th Floor, Hotel Samrat.
Kautilya Marg, Chanakyapuri,
New Delhi - 11 00 21

Sir,

I hereby undertake

- treat all the information that comes to my knowledge as part of my duties in this office as confidential information and keep it strictly confidential.
- not to sell, trade, publish or otherwise disclose to any one in any manner whatsoever including by means of reproduction either in physical, hardcopy, digital or in electronic format.
- to hold such confidential information in trust and confidence both during and after the terms of my engagement.
- not to engage in any other employment/ occupation/ consultancy or any other activity during my engagement with FIU-IND which would otherwise conflict with my obligations towards FIU-IND.
- to abide by data security policy and related guidelines issued by FIU-IND.

2. In the event of my termination of employment for any reason whatsoever, I shall promptly surrender and deliver to FIU-IND any records/material, equipment, documents or data which is of confidential nature.

3. I shall keep FIU-IND informed of any change in my address or contact details during the period of my engagement.

4. I understand that I can be terminated at any point of time for breach of the above conditions and can be proceeded against under the relevant laws for the time being in force.

5. For the purpose of this undertaking, Confidential Information means any information received by FIU-IND in terms of its mandate under Prevention of Money Laundering Act, 2002, from any of its source, whether received in physical or in electronic format. It shall also include references received from law enforcement/intelligence agencies including foreign FIUs with regard to investigations undertaken by them as well as information contained in various databases of FIU-IND.

Yours faithfully,

(Signature.....)
Name:.....
Dated:.....
Address:.....
Personal contact No

**PROFORMA APPLICATION FOR ENGAGEMENT AS CONSULTANTS
IN THE FINANCIAL INTELLIGENCE UNIT- INDIA**

1.	Name				
2.	Post applied for				
3.	Fathers Name.				
4.	Date of Birth & Nationality				
5.	Date of entry into service (including service & batch)				
6.	Date of retirement				
7.	Office address at the time of retirement				
8.	Phone & FAX Number with STD code				
9.	E-mail address				
10.	Permanent Residential Address				
11.	Present Residential Address				
12.	Educational Qualifications				
13.	Position held since entry into service				
	Designation & Place of posting	Scale of pay	From	To	Nature of work performed
14.	Applicant must indicate how the eligibility criteria like number of years of service rendered in the relevant pay scale, educational qualification, experience in the relevant field, age on closing date of application and period are fulfilled.				
15.	Name, address, telephone numbers of all employer(s) during five years before retirement.				

Date :

(Signature of the Candidate)